

### **Remarks/Arguments**

Upon entry of the accompanying amendments, claims 16-25 will be pending in this application. Claims 1-17 are rejected in the Office Action of April 6, 2006. Claims 1-15 are cancelled, claims 16 and 17 are amended, and claims 18-25 are newly added herein.

#### **Re: Claims 1-11 and 13-15**

Claims 1-11 and 13-15 are rejected under U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,850,218 issued to LaJoie et al. (hereinafter, "LaJoie et al.") in view of the RCA DRD202RA Owner's Manual (hereinafter, "the RCA manual"). This rejection is deemed moot in view of the cancellation of claims 1-11 and 13-15 herein.

#### **Re: Claims 12, 16 and 17**

Claims 12, 16 and 17 are rejected under U.S.C. § 103(a) as being unpatentable over LaJoie et al. The rejection of claim 12 is deemed moot in view of its cancellation herein. Applicants respectfully traverse the rejection of claims 16 and 17 for at least the following reasons.

With respect to independent claim 16, this claim includes:

“receiving a first user input selecting a first program for removal from a first list representing a list of programs scheduled for recording;  
receiving a second user input selecting a second program for removal from a second list representing a list of programs purchased;  
determining whether said second program also appears on said first list responsive to said second user input; and

removing, automatically, said second program from said first list if said second program appears on said first list.”

As indicated above, independent claim 16 defines a method in which a program is automatically removed from a first list of programs scheduled for recording in response to user removal of the program from a second list of programs selected for purchase. Applicants maintain that LaJoie et al. fails to teach or suggest the subject matter of independent claim 16.

On pages 2-3 of the instant Office Action, the Examiner addresses claim 16 by stating:

“The examiner notes that if a program scheduled for purchasing and recording is canceled from the all timers list, it would be counterintuitive to list it with the VCR timers and PPV purchases in the general settings menu. LaJoie et al. specifically states that selecting the all timers setting causes the display of all active timers in the set-top terminal (col. 22, l. 47-56 & Fig. 14). Thus canceling a timer from the all timers setting, the program can no longer be scheduled for purchasing or recording. Removing a program scheduled for purchasing and recording from the all timers list, but not from the list of PPV purchases or VCR timers would cause the PPV purchases and VCR timers lists to present false information to the user. Therefore, it would have been obvious to . . . remove a scheduled event from a list in response to removing the event from a list of all scheduled events in order to avoid confusing a user.”

In response, Applicants note that the Examiner is extrapolating more from LaJoie et al. than the reference actually teaches or suggests. As such, the reference fails to teach or suggest all elements of the claimed invention. The Examiner also seemingly ignores the fact that the Applicants have recognized and addressed specific problems that LaJoie et al. fail to even recognize. This failure of LaJoie et al. to even recognize

the problems addressed by the claimed invention is in itself strong evidence of non-obviousness.

On page 2, lines 13-23 of Applicants' disclosure, they recognize problems associated with the lack of coordination between performing program purchases and program recordings. Page 2, lines 19-23 specifically state:

“ . . . since there is no linkage between these two processes, a user who wants to cancel a program from the purchase process or the record process will have to basically perform the same task twice. This is time consuming and inefficient.”

As indicated above, independent claim 16 addresses the foregoing problems by automatically removing a program from a first list of programs scheduled for recording in response to user removal of the program from a second list of programs selected for purchase. As a result, the user is not required to perform the same task twice by removing the program from the first list of programs scheduled for recording. In contrast, LaJoie et al. fails to even recognize this problem, and thereby fails to teach or suggest the method for coordinating program purchases and recordings defined by claim 16. Because of LaJoie et al.'s complete silence regarding the above-referenced problem, LaJoie et al.'s system likely suffers the same deficiencies pointed out above in the Applicants' disclosure. That is, a user of LaJoie et al.'s system may likely be required to perform the same task twice by removing a program from the list of programs scheduled for recording after he/she removes it from the list of programs selected for purchase. In any event, LaJoie et al.'s failure to teach or suggest all elements of claim 16, coupled with its failure to even recognize the specific problems

addressed by the claimed invention renders it insufficient as a matter of law to sustain an obviousness rejection. Accordingly, Applicants respectfully request withdrawal of the rejection of independent claim 16.

With respect to independent claim 17, this claim includes:

“removing, in response to a user command, said program from a first list of programs representing programs scheduled for recording;  
determining, in response to said user command, whether said program is also a purchased program;  
enabling an on screen display including an option to cancel the purchase of said program if it is determined that said program is also a purchased program; and  
removing said program from a second list of programs representing purchased programs responsive to user selection of said option.”

As indicated above, independent claim 17 defines a method in which an on screen display option is provided so that a user is afforded an opportunity to cancel the purchase of a program in response to canceling a scheduled recording of the program. Applicants maintain that LaJoie et al. fails to teach or suggest the subject matter of independent claim 17.

On pages 3-4 of the instant Office Action, the Examiner addresses claim 17 by stating:

“the examiner notes that if a program scheduled for purchasing and recording is canceled from the all timers list, it would be counterintuitive to list it with the VCR timers and PPV purchases in the general settings menu. LaJoie et al. specifically states that selecting the all timers setting causes the display of all active timers in the set-top terminal (col. 22, l. 47-56 & Fig. 14). In canceling a timer from the all timers setting, the program can no longer be scheduled for purchasing or recording and would no

longer appear on any timer list. LaJoie et al. also suggests the use of conflicts checking features in verifying that there are no conflicts created by a modified setting (for example, when there are overlapping timers)(col. 21, l. 30-35). LaJoie et al. specifically provides the example of a warning screen that alerts the user when trying to record an IPPV program and provides the user with the option of purchasing the program or canceling the warning (col. 21, l. 42-49). LaJoie et al. further illustrates that programs can be selected for purchasing and viewing or purchasing and recording (indicated by REC and PPV or the timer icon and PPV)(Fig. 14). Since a program scheduled for purchasing and recording could also be scheduled for purchasing and viewing, it would have been obvious to . . . use a conflict checking feature to allow a user the options of either purchasing and viewing the program or canceling the program from all timers in order to provide a more user-friendly interface.”

In response, Applicants again note that the Examiner reads more from LaJoie et al. than the reference actually teaches or suggests. As such, the reference fails to teach or suggest all elements of the claimed invention. As previously indicated above, Applicants’ disclosure recognizes and addresses problems associated with the lack of coordination between performing program purchases and program recordings. Independent claim 17 addresses these problems by providing an on screen display option so that a user is afforded an opportunity to cancel the purchase of a program in response to canceling a scheduled recording of the program. LaJoie et al. fails to teach or suggest the method for coordinating program purchases and recordings defined by claim 17. While LaJoie et al. teaches the use of warning screens that alert users of overlapping timers and/or when they trying to record an IPPV program (see column 21, lines 30-49), it fails to teach or suggest the use of an on screen display option to give a user an opportunity to cancel the purchase of a program in response to canceling a scheduled recording of the program, as defined by claim 17. Moreover, the Examiner’s reference to the “conflict checking feature” of LaJoie et al. is misplaced with respect to

claim 17 since the method defined by claim 17 would not necessarily create a conflict. In particular, a user may cancel the scheduled recording of a purchased program, but still want to purchase the program. As such, there is no inherent "conflict" when a user cancels the scheduled recording of a purchased program.

As described above, Lajoie et al.'s failure to teach or suggest all elements of the claim 17, coupled with its failure to even recognize the specific problems addressed by the claimed invention renders it insufficient as a matter of law to sustain an obviousness rejection. Accordingly, Applicants respectfully request withdrawal of the rejection of independent claim 17.

#### **Newly Added Claims 18-25**

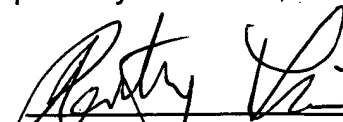
Claims 18-25 are newly added herein to more particularly point out and distinctly claim the subject matter which Applicants regard as their invention. Newly added claims 18, 19, 22 and 23 are deemed allowable for at least the same reasons stated above in conjunction with independent claim 16. Newly added claims 20, 21, 24 and 25 are deemed allowable for at least the same reasons stated above in conjunction with independent claim 17.

#### **Conclusion**

In view of the foregoing amendments and remarks, Applicant believes that this application stands in condition for allowance. Accordingly, reconsideration and allowance are respectfully solicited. If, however, the Examiner is of the opinion that

such action cannot be taken, the Examiner is invited to contact the Applicant's attorney at (609) 734-6813, so that a mutually convenient date and time for a telephonic interview may be scheduled. No fee is believed due. However, if a fee is due, please charge the fee to Deposit Account 07-0832.

Respectfully submitted,

  
By: Reitseng Lin  
Reg. No. 42,804  
Phone (609) 734-6813

Patent Operations  
Thomson Licensing Inc.  
P.O. Box 5312  
Princeton, New Jersey 08540  
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CERTIFICATE OF MAILING

I hereby certify that this amendment is being deposited with the United States Postal Service as First Class Mail, postage prepaid, in an envelope addressed to Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450 on:

7-6-06  
Date

Karen Schleich